

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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TECSPEC LLC, RICHARD ROSE, ROBERT  
SENIA, and RALPH SCHLENKER,

Plaintiffs,

-against-

MICHAEL DONNOLO, JOSHUA DONNOLO,  
JOHN MICHAEL LONG, BRAYA CONCEPTS  
LLC, BRAYA MACHINE COMPANY LLC,  
BRAYA SYSTEMS LLC, BRAYA VENTURES  
LLC, and ABC CORPORATIONS 1-10

Defendants.  
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Case No. 1:24-cv-08077-JHR

**ORDER GRANTING PLAINTIFFS'  
MOTION FOR A PRELIMINARY  
INJUNCTION**

THIS MATTER, having been opened to the Court by Cole Schotz P.C., attorneys for Plaintiffs, Tecspec LLC, Richard Rose, Robert Senia, and Ralph Schlenker (together, the “Plaintiffs”), upon notice of motion pursuant to Federal Rule of Civil Procedure 65 for the entry of a preliminary injunction enjoining and restraining Defendants, Michael Donnolo, Joshua Donnolo, John Michael Long, Braya Concepts LLC, Braya Machine Company LLC, Braya Systems LLC, and Braya Ventures LLC (together, the “Defendants”), from using Plaintiffs’ confidential trade secrets and unlawfully competing against Tecspec LLC, in addition to mandating Defendants to return and otherwise provide certain information, programs, passwords, and other electronic data necessary for Tecspec to operate; and the Court having considered the papers filed in support of and in opposition to the motion; and the Court having heard the arguments of counsel, and for good cause shown;

IT IS on this \_\_\_\_\_ day of January 2025,

ORDERED that the motion is hereby, and shall be, granted; and it is further

ORDERED that Michael Donnolo is enjoined from directly or indirectly, managing, operating, joining, controlling, being employed by or with, or participating in any manner with Braya Concepts LLC, Braya Machine Company LLC, Braya Systems LLC, and Braya Ventures LLC pursuant to Section 25. 1 (the “Non-Compete provision”) contained in the October 6, 2017 Operating Agreement of Tecspec LLC, as amended on January 1, 2018, and in accordance with his fiduciary duty of loyalty owed to Plaintiffs; and it is further

ORDERED that Michael Donnolo is enjoined from directly or indirectly, managing, operating, joining, controlling, being employed by or with, or participating in any manner with any business entity that manufactures HVAC units and services clients in any county in which Tecspec LLC is doing business, including but not limited to New York County, pursuant to the Non-Compete provision contained in the October 6, 2017 Operating Agreement of Tecspec LLC, as amended on January 1, 2018 and in accordance with his fiduciary duty of loyalty owed to Plaintiffs; and it is further

ORDERED, that Michael Donnolo is enjoined from directly or indirectly, bidding on any contracts concerning the manufacturing of HVAC units for any projects located in any county in which Tecspec LLC is doing business, including but not limited to New York County, pursuant to the Non-Compete provision contained in the October 6, 2017 Operating Agreement of Tecspec LLC, as amended on January 1, 2018 and in accordance with his fiduciary duty of loyalty owed to Plaintiffs; and it is further

ORDERED, that Michael Donnolo or any person or entity acting in concert with him or under his supervision, is enjoined from possessing, using, disclosing, or disseminating Tecspec LLC’s confidential information and trade secrets, including but not limited to the research and development reflected in the declaration of Dr. Geoff Sheard previously submitted with the Court,

and the Braya Unit, as defined in the declaration of Dr. Geoff Sheard, whether directly or indirectly, except as required by the Federal Rules of Civil Procedure governing discovery and Local Rules of this Court to comply with discovery obligations; and it is further

ORDERED that Joshua Donnolo is enjoined from directly or indirectly, managing, operating, joining, controlling, being employed by or with, or participating in any manner with Braya Concepts LLC, Braya Machine Company LLC, Braya Systems LLC, and Braya Ventures LLC, or any other HVAC manufacturer that operates in any county that Tecspec LLC does business, including but not limited to New York County; and it is further

ORDERED that John Michael Long is enjoined from directly or indirectly, managing, operating, joining, controlling, being employed by or with, or participating in any manner with Braya Concepts LLC, Braya Machine Company LLC, Braya Systems LLC, and Braya Ventures LLC or any other HVAC manufacturer that operates in any county that Tecspec LLC does business, including but not limited to New York County; and it is further

ORDERED that Joshua Donnolo or any person or entity acting in concert with him or under his supervision, is enjoined from possessing, using, disclosing, or disseminating Tecspec LLC's confidential information and trade secrets, including but not limited to the research and development reflected in the declaration of Dr. Geoff Sheard previously submitted with the Court, and the Braya Unit, as defined in the declaration of Dr. Geoff Sheard, whether directly or indirectly, except as required by the Federal Rules of Civil Procedure governing discovery and Local Rules of this Court to comply with discovery obligations; and it is further

ORDERED that John Michael Long or any person or entity acting in concert with him or under his supervision, is enjoined from possessing, using, disclosing, or disseminating Tecspec LLC's confidential information and trade secrets, including but not limited to the research and

development reflected in the declaration of Dr. Geoff Sheard previously submitted with the Court, and the Braya Unit, as defined in the declaration of Dr. Geoff Sheard, whether directly or indirectly, except as required by the Federal Rules of Civil Procedure governing discovery and Local Rules of this Court to comply with discovery obligations; and it is further

ORDERED that Braya Concepts LLC, Braya Machine Company LLC, Braya Systems LLC, and Braya Ventures LLC, or any person or entity acting in concert with them or under their supervision, is enjoined from possessing, using, disclosing, or disseminating Tecspec LLC's confidential information and trade secrets, including but not limited to the research and development reflected in the declaration of Dr. Geoff Sheard previously submitted with the Court, and the Braya Unit, as defined in the declaration of Dr. Geoff Sheard, whether directly or indirectly, except as required by the Federal Rules of Civil Procedure governing discovery and Local Rules of this Court to comply with discovery obligations; and it is further

ORDERED that Braya Concepts LLC, Braya Machine Company LLC, Braya Systems LLC, and Braya Ventures LLC, or any person or entity acting in concert with them or under their supervision is enjoined from bidding on any contracts concerning the manufacturing of HVAC units for any projects located in any county where Tecspec LLC is doing business, including but not limited to, New York County; and it is further

ORDERED that in accordance with the Court's instructions at the January 13, 2025 hearing, the parties will meet and confer in an attempt to resolve the mandatory relief Plaintiffs sought through their initial application for temporary restraints regarding the information and access required by Plaintiffs from Defendants to render Tecspec LLC operational. To the extent the parties cannot resolve those issues, Plaintiffs are expressly permitted to seek Court intervention with respect to same.

Dated: January \_\_\_, 2025

New York, New York

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HON. JENNIFER H. REARDEN